In either case it must be a matter of degree i.e. how much has to be done to the arm, either by way of cleaning, where it is rusty, or how much has to be done by way of additions to it, or adaptations of it, where mechanical repairs or alterations are required. This, as we have already stated, must be a question of fact in each individual case, and no formula can be devised to cover all possible sets of circumstances.

We are fortified in this view by the case of *Cafferata v. Wilson*[2]. The decision in that case turned on the definition of the expression "fire-arm" in section 12 (1) of the Fire-arms Act, 1920, in England, which reads as follows :—

> The expression 'firearm' means any lethal firearm or other weapon of any description from which any shot, bullet, or other missile can be discharged, or any part thereof . . . .

Omitting the last four words thereof, that definition is substantially the same as the definition of "arm" in our local Ordinance.

In that English case the facts were that a person, who was registered as a fire-arms dealer, sold a dummy revolver, which was similar in appearance to an ordinary revolver, but was fitted with a barrel and cartridge chambers only partially bored. There was a venthole in the barrel for the escape of gases. It was incapable, as sold, of discharging a missile, but by drilling it could be converted into a weapon capable of killing a man at a distance of 5 feet.

The appellant in that case was convicted by the Magistrate and he appealed against his conviction. On the appeal Lord Hewart L.C.J., in delivering the judgment of the Court, held that the definition in the Act included every instrument that could easily be adapted for use as a fire-arm. In addition the Lord Chief Justice, at page 150 of the report, said :—

> It seems to make no difference that the decisive part was not to be an addition but an adaptation of what was already there.

In the case before us the evidence is that the Police Armourer, to whom the particular Verey pistol was handed on the 18th of May, 1948, for cleaning to make it serviceable, handed it back to Mr. Stafford on the 19th of May, 1948, in a serviceable condition, and therefore a comparatively minor operation had to be performed on it to make it capable of being fired. Accordingly, on those facts, we hold that this Verey pistol comes within the definition of the expression "arm" as defined in section 2 of the Carrying of Arms Ordinance, 1947, and so the appellant was rightly convicted. Hence this appeal is dismissed.

Appeal dismissed.

TAN YIAN HAN & ANOR. v. ANG CHAN SIONG & ANOR.

[O. C. J. (Gordon-Smith Ag. C.J.) October 6, 1948]

[Singapore — Civil Suit No. 340 of 1948]

Landlord and Tenant — Interpretation Ordinance, s. 5(d) — Effect of repeal of Ordinance — Increase of Rent (Restriction) Ordinance 1939 — Control of Rent Ordinance, 1947 — Position of subtenants.

In this case the plaintiffs, who were sub-tenants of premises No. 6 Telok Ayer Street, claimed a declaration that an order of the District Court made in a District Court Summons between the landlord and the tenant of the said premises, was not enforceable against them. A special case under R.S.C. Order 33 was filed and it was argued for the plaintiffs that as the judgment in the District Court was given after the repeal of the Increase of Rent (Restriction) Ordinance, the District Court had no jurisdiction and alternatively that the plaintiffs were protected under s. 15 of the Control of Rent Ordinance 1947.

Held: the repeal of the Increase of Rent (Restriction) Ordinance did not affect any right acquired by the landlord under that Ordinance and s. 15 of the Control of Rent Ordinance had no application in this case.

CIVIL SUIT.

N. A. Mallal for the plaintiffs.

Dennis Murphy for the defendants.

Gordon-Smith Ag. C.J. : —This suit was commenced by Writ of Summons dated the 18th June 1948, the endorsement claiming a declaration that the plaintiffs, then in occupation of part of the premises No. 6 Telok Ayer Street as the sub-tenants of a chief tenant, one H. Mohamed Salleh who was not prohibited by the terms of his tenancy from sub-letting, that accordingly an order of the District Court dated 8th October 1947 in District Court Summons 362/47 in which the 1st defendant was the plaintiff and the said H. Mohamed Salleh was the defendant, was not enforceable against the present plaintiffs. An injunction was also prayed which was subsequently granted and extended until the hearing of this action, which took place on the 29th September.

A special case under Order 33 has been filed together with agreed facts, the issues being as to whether section 15 of the Rent Control Ordinance No. 35 of 1939 (as amended by Ordinance No. 30 of 1941) applies and whether the judgment obtained in the District Court is enforceable against the plaintiffs.

The agreed facts are set out at length but can be more briefly summarised as follows :—

(1) Prior to 1941 trustees (the 2nd plaintiff being one) owned and were in possession of No. 6 Telok Ayer Street which was sold by them in July 1941 to Ang Khye Pang, the trustees remaining in occupation thereof until 15th February 1942, after which date one P. Habib Maricar, with the consent of the owner Ang Khye Pang, became the chief tenant. The 2nd plaintiff continued to live there as the sub-tenant of

Habib Maricar, with the knowledge and approval of the owner.

(2) The chief tenant Habib Maricar died in 1945 and his tenancy was transferred by the owner to H. Mohamed Salleh.

(3) There had been no prohibition on any chief tenant from subletting.

(4) On 6.5.46 the owner Ang Khye Pang sold the premises to Ang Chan Siong, the defendant.

(5) The tenancy of the then chief tenant H. Mohamed Salleh was determined by the defendant by notice which expired on 31.7.46, but possession was not given up by the tenant on that date.

(6) Proceedings for possession were commenced by the defendant in the District Court (Summons 362/47) on the 28th July 1947 and an order for possession was made on the 8th October, 1947, ordering possession to be given to the plaintiff (the defendant in this suit) on the 22nd October (such order was subsequently appealed, the appeal being dismissed by the High Court and the order for possession was confirmed).

It may be as well to set out briefly the relevant legislation that was referred to in argument.

Firstly there was the Increase of Rent (Restriction) Ordinance No. 35 of 1939 which was twice amended in 1940 and finally repealed altogether by the Control of Rent Ordinance No. 25 of 1947, as from the 8th September 1947 when the latter Ordinance came into force. By the amending Ordinance No. 30 of 1941 section 15 of the principal ordinance was amended and in its amended form reads "The provisions of sub-section (4) of section 13 of the Civil Law Ordinance shall not apply to any tenant remaining in possession of any premises by virtue of the provisions of this Ordinance after the determination of his tenancy and such tenant shall become a statutory tenant upon the following conditions.....then follows the conditions set out in paragraphs (i) and (ii) thereof. As amended, this section was in force at the date of commencement of the proceedings in the District Court but had been repealed when judgment was delivered on the 8th October 1947.

It was submitted by Mr. Mallal that, consequently at the date such judgment was given the District Court had no jurisdiction to hear the case and the judgment was not enforceable against the plaintiffs who are sub-tenants of the defendant and against whom possession was ordered. Alternatively he submitted that the plaintiffs were protected under section 15 of the Rent Control Ordinance No. 25 of 1947 which, as I have stated, only came into force on the 8th September 1947.

Particular reference was also made by both counsel to section 5(d) of the Interpretation Ordinance Cap. 2 dealing with the effect of repeal generally which briefly stated is: where any written law repeals wholly or in part a former written law, such repeal, in the absence of any express provision to the contrary, does not affect

(a) any right acquired under the repealed written law, or

(b) any legal proceedings or remedy in respect of any such right, and any such legal proceedings may be continued or enforced as if the repealing ordinance had not been passed (see paragraphs (ii) and (iv) of s. 5(d)).

It was not contended that the rights and obligations of the chief tenant in 1941 as a contractual tenant had been affected by his also becoming a statutory tenant by reason of the amending Ordinance No. 30 of 1941. But it was contended that the sub-tenants of the contractual or statutory chief tenant (that is, the plaintiffs in this suit and the defendant in the District Court suit) were protected by section 15 of the Control of Rent Ordinance 1947 which, I emphasize, did not come into force until after proceedings for possession had been commenced in the District Court.

I agree with Mr. Murphy that what the Court is being asked to do now is to upset a judgment of the District Court (confirmed on appeal subsequently). There is nothing in the Control of Rent Ordinance No. 25 of 1947 which can possibly be interpreted as being an "express provision to the contrary" so as to abrogate the effect of the provisions of the Interpretation Ordinance which I have quoted. In fact such 1947 legislation appears to be of a temporary nature, as its force and effect is limited to 12th months' duration, unless expressly continued by formal resolution of Legislative Council (such has, in fact, been done, see section 258 appearing in the Gazette Supplement of the 25th August).

No doubt Ordinance 25 of 1947 was passed to relieve sub-tenants from hardships which are arising and have arisen, which relief was non-existent previously, but the defendant (the owner) had already taken steps to enforce his undoubted rights by instituting proceedings for possession and so far as he and those proceedings are concerned, the position is as if such Ordinance had not been passed.

This really concludes the matter and I need not deal with various authorities which were quoted dealing with sections 14 and 15 of this last Ordinance, as such Ordinance has, under the facts and circumstances of this case, no effect on the law as it existed previously and as was applicable thereto.

There must, therefore, be judgment for the defendant and the claim is dismissed, with costs.

Claim dismissed.